

by Councilmember Clair Muller
AN ORDINANCE AS SUBSTITUTED *and amended*
BY COUNCILMEMBER CLAIR MULLER
Final

02-0-0564

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY STATE REVOLVING FUND LOAN PROGRAM; FOR THE PURPOSE OF SECURING A LOAN IN THE AMOUNT OF \$11,700,000; TO CORRECT DETERIORATING CONCRETE PIPING AND EXISTING ASSOCIATED DETERIORATED OR ABANDONED SEWER STRUCTURES; SANITARY SEWERS INCLUDE SOME 5,000 LINEAR FEET OF THE LAKEWOOD AVENUE OUTFALL AND APPROXIMATELY 8,300 LINEAR FEET OF THE TENTH WARD SANITARY SEWER TRUNK; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta does not have necessary funds to correct the *unsatisfactory* structural condition of the sewer system located in the Tenth Ward Sanitary Sewer Trunk and, or the sewer system in the Lakewood Avenue Outfall and

WHEREAS, the completion of those projects will reduce risk of collapse of the existing trunk line as well as reduce infiltration into the sewer system and overflows of sanitary sewage into neighboring creeks; and

WHEREAS, the completed project will have a beneficial environmental impact which will positively affect the citizens and the City of Atlanta; and

WHEREAS, the Georgia Environmental Facilities Authority (GEFA) is a State of Georgia agency authorized to accept capitalization grants disbursed under the *Federal Water Pollution Control Act*, as amended by the *Water Quality Act of 1987*, and with them to establish a revolving fund to assist local governments in the construction of publicly owned sewer systems and other treatment works; and

WHEREAS, in mutual promises of said agreed upon contract, and subject to certain terms and conditions, GEFA agrees to make and administer, and the City of Atlanta agrees to accept, a loan to complete sewer projects located in the Tenth Ward Sanitary Sewer Trunk and the sewer system in the Lakewood Avenue Outfall.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

SECTION 1: That the City of Atlanta use the proceeds of the loan only to pay the actual costs of the above-mentioned projects, as outlined in attached "Project Budget."

SECTION 2: That the loan amount of \$11,700,000 has been determined, in part, upon the basis of the projected cost, and that the date for commencing payments shown on the promissory note is determined in light of the expected project schedule, shown in attachment, Appendix A, "Project Schedule."

SECTION 3: That the contact person or employee handling the administration of this contract will be the Chief Financial Officer or his designee.

SECTION 4: That the Authority (*Georgia Environmental Facilities Authority*) shall make and the City shall accept disbursements only against incurred, actual costs up to the loan amount as provided in this contract.

SECTION 5: That requests for disbursement shall be made on forms of the Authority unless otherwise directed and shall be accompanied by such invoices and other proofs as the Authority may reasonably require.

SECTION 6: That requests for disbursement will be made only after the costs for which the draw is requested have been incurred. The Authority may require that each draw request be submitted to Authority or its designee at least 21 days before the day disbursement is requested and may limit draw requests to one per month.

SECTION 7: That the Authority may require the initial draw request to be accompanied by a letter from the Attorney for the City of Atlanta. Which letter shall recite that the City has received its fully executed counterpart of this contract from Authority; that no intervening circumstances or other factor detracted from the City's execution and delivery of this contract its subsequent execution by Authority; that the promissory note has been duly authorized, executed and delivered; that any and all necessary public meetings and legal requirements have been complied with (or are not applicable to this transaction); and that the opinions expressed in the letter of counsel submitted to the Authority by the City with this contract remain valid including without limitation the advice that this contract and promissory note are authorized, binding and of full force and effect.

SECTION 8: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.